

SOLICITATION AND OFFER				1. [BLANK]				Page 1 of 30						
2. CONTRACT NUMBER			3. SOLICITATION NUMBER OPR04000689			4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)			5. DATE ISSUED 07/02/2004			6. REQUISITION/PURCHASE NUMBER See Lines		
7. ISSUED BY AO801 Office of Procurement 359 Ford HOB Washington,DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2213 ext.						CODE AO801		8. ADDRESS OFFER TO (If other than item 7)						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".														
SOLICITATION														
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Handcarried Not Allowed</u> until <u>2:00 PM</u> local time <u>08/03/2004</u> (Hour) (Date)														
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.														
10. FOR INFORMATION CALL:			A. NAME Emily Tuck			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 225-0668			C. E-MAIL ADDRESS emily.tuck@mail.house.gov					
11. TABLE OF CONTENTS														
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			PAGE(S)			
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OFFER (Must be fully completed by offeror)														
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.														
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)				10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)				
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amend - ments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE				
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)								
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE			18. OFFER DATE					
AWARD (To be completed by Government)														
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT				21. ACCOUNTING AND APPROPRIATION						
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]								23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM				
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE				
26. NAME OF CONTRACTING OFFICER (Type or print)						27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)			28. AWARD DATE					
IMPORTANT - Award will be made on this Form or by other authorized official written notice.														

Line Item Summary	Document Number OPR04000689	Title 109th Transition Carpet Installation	Page 2 of 30
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Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Broadloom Carpet Installation	0001		0.00	ea	\$ _____	\$ _____
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(12/01/2004 to 01/05/2005)

Install Broadloom Carpet in approx. 31 office/suites in accordance with Section C - Tasks 1 and 2.
Furniture Support Services will monitor the contract.
The dates for each line item are placeholders only and will be adjusted at time of award.

Ref Req No: OSC0001309

0002	Carpet Tile Installation			0.00	ea	\$ _____	\$ _____
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(12/01/2004 to 01/05/2005)

Carpet Tile Installation in approx. 74 office/suites in accordance with Section C - Tasks 1 and 3.

Shipping Addresses

Code	Detail
0001	Org: AO650 Operations Support Center Addr: OSC Receiving Group Room WA24 New Underground Garage Washington and D Streets, SW Washington DC 20515 Attn: Andy Straughan Phone: (202) 225-1646 ext. Fax: () - ext.

Invoice Addresses

Code	Detail
0001	Org: AO652 Operations Support Center / RMD Addr: DO NOT MAIL INVOICES FAX TO: 202-226-0065 Attn: VENDOR MANAGEMENT Phone: () - ext. Fax: () - ext.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 BACKGROUND

The Chief Administrative Officer (CAO) is one of three Officers of the U.S. House of Representatives along with the Office of the Clerk and the Sergeant at Arms. The Officers, together with the Architect of the Capitol and other House offices, jointly provide a foundation of services to facilitate the work activities of the House, its Members, and staff. The current CAO organization consists of an Immediate Office and five divisions: Finance, House Information Resources (HIR), Human Resources (HR), Procurement (OP), and House Support Services (HSS).

The Furniture Support Services (FSS) is a sub-division under the HSS division. HSS is responsible for providing, maintaining, storing, moving, and inventorying furniture and furnishings for the House. Five trade areas, consisting of upholstery, finishing, cabinet, drapery, and carpet, support FSS functions. The FSS area of responsibility covers three House office buildings (Rayburn, Longworth, and Cannon), the House side of the Capitol, and one annex building (Ford). Within these areas, the FSS services approximately 440 Congressional Members offices, 19 full Committee offices, 2 Select Committee offices, 2 Joint Committee offices and approximately 70 Subcommittee offices. There are between 8,000 and 10,000 employees occupying these suites.

A major part of FSS responsibilities include participation in the election year change of Congress that occurs every two years.

Current policy permits each Member of Congress to move his/her private office furniture to his/her new suite. Therefore, re-elected and newly elected Members of Congress participate in a room drawing for reassigned space. During the last change of Congress, there were approximately 180 office moves, each of which entailed reconfiguration of a new office and most of the Members staff office reconfigurations required delivery or removal of furniture.

During this time office renovation is conducted in three eight-hour windows of time (24 hr. turn-around). The first window consists of infrastructure work while the second window consists of office reconfiguration and painting. Carpet meeting the replacement criteria is installed during the last window of time (84 offices were re-carpeted during the last change of Congress). Scheduled dates for the renovations depends entirely on when the Member's staff turn-in their office keys. Due to this random but accelerated schedule, only a twenty-four hour notification of where, what, and when carpet will be installed can be given. The move cycle generally begins December 1st and ends on January 3rd, and all furniture movement and office renovations must be completed during this time.

C.2 SCOPE OF WORK

A Contractor is needed to provide installation of Bentley Mills 42oz. broadloom carpet stretched in over Tred-Mor 2580 sponge rubber carpet padding and/or Bentley Mills 3' x 3' carpet tile with enhancer backing in approximately 105 office/suites during the transition period (Dec. 1, 2004 through Jan. 3, 2005). Member suites may be all broadloom; all carpet tile, or a combination of both (carpet tile throughout except for Members personal office which may be broadloom). During the installation process, the contractor will also be required to perform the following duties:

- a) Deliver carpet tile, broadloom carpet, and carpet pad to the scheduled office(s),
- b) Remove approximately ten workstations each consisting of one desk, a chair mat, two desk organizers, one bookcase and/or lateral file cabinet into hallway, and
- c) Take-up and remove/dispose of the existing floor coverings.

The Contractor shall provide installation of carpet in six to seven Member Suites (approximately 158 square yards per suite), each night, within a scheduled nine-hour window, (11:00pm to 8:00am), six nights a week (Sunday night through Friday night). Saturday night may be scheduled on an exceptional basis. Fewer suites may be required during the beginning and ending of the transition period. Installation will be scheduled through FSS. FSS will provide a schedule to the contractor twenty-four hours in advance. See 1998 example of Carpet Installation Schedule in Section J.

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C.3 SPECIFIC TASKS

C.3.1 Task 1 Material Handling

- A. Carpet, carpet tile, and carpet pad purchased by the House of Representatives from the manufacturer, will be shipped to and stored by the contractor. The contractor must provide storage from delivery to final installation for approximately
- 1) 4,000 sq. yds. of carpet padding ,
 - 2) 5,000 sq. yds. of carpet broadloom, and
 - 3) 11,000 sq. yds. of carpet tiles.

The contractor is not responsible for procurement of carpet, carpet tile, and carpet pad.

- B. Contactor is responsible for maintaining complete and accurate inventory control of carpet pad and each type (broadloom and carpet tile), style (three patterns), and color (four) of carpet. Contractor must be able to provide exact inventory levels, at any given time, when requested.
- C. Contractor is to cut carpet according to schematics and cut sheets developed by the contractor's Site Superintendent from blank schematics provided by the Furniture Support Service. CAO Site Superintendent is responsible for final approval of cut sheets and schematics each night. (See Schematics and Cutsheet Examples, Section J).
- D. Carpet, carpet tile, and carpet pad to be delivered by the installation company from their warehouse to the job sites between the hours of 9:00pm and 11:00pm, Sunday through Friday. Material deliveries will take place nightly as required. Contractor is to provide carts to transfer all materials.
- E. Trucks delivering materials will pass through a security checkpoint with United States Capitol Police canine units each night at New Jersey and Independence Avenue between 9:00pm and 9:30pm.
- F. Each night trucks will enter the Rayburn and Longworth loading docks. These trucks will be utilized for material delivery and disposal of old carpet, carpet tile, carpet pad, and waste. The trucks must exit the loading docks and leave the premises by 5:15am each morning, prior to regular scheduled deliveries.
- G. Contractor employees will be authorized to park in Lot 5 between the hours of 9:00pm and 8:00am each night of work.

C.3.2 Task 2 Installation of Broadloom Carpet

- A. Remove approximately ten workstations. Each consisting of a desk, chair, chair mat, two desk organizers, one bookcase and/or lateral file cabinet. All furniture will be empty prior to moving. All furniture must be placed on one side of hallway to ensure open and safe passage. Request is for removal only. "In-house" personnel will conduct furniture set-up each morning.
- B. Take up carpet and pad. Remove and dispose into contractors truck located in loading docks and then remove from premises. Contractor to provide all carts to transfer trash from job site to loading dock.
- C. Prepare floor for carpet installation. The Contractor shall remove all dirt and debris prior to laying carpet.
- D. Replace unusable tackless strip and securely fasten loose tackless strip.
- E. Replace traditional floor moldings in Cannon HOB only. There will be approximately 39 suites in Cannon HOB requiring carpet installation. Each suite in Cannon HOB will require approximately 12' of silver clamp down metal when broadloom is installed and/or 12' of 9/16" x 2-1/8" black vinyl carpet reducer when carpet tile is installed.
- F. Secure all edges and seams of carpet pad to floor using foam & fabric spray adhesive.
- G. Secure all pad seams with cloth pad tape.
- H. Cut carpet and push through roughed-in communication and electric wiring according to schematics showing floor outlet placement. (For an example of the electrical wiring schematics, see Floor Outlet Schematics, Section J)

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- I. Place and seal carpet seams, using super high performance seaming tape, according to the provided schematics. (See Schematics and Cutsheet Examples, Section J)
- J. The Contractor shall use a power stretcher for both width and length in all rooms stretched in over pad. No exceptions.
- K. Free-lay 6' x 6' computer room in Rayburn HOB Member suites.
- L. Install five feet of 9/16" x 2-1/8" black vinyl reducer and 5' x 3' of carpet in doormat areas of Rayburn HOB suites. There will be approximately 29 suites in Rayburn HOB requiring carpet installation. Install three feet of 9/16" x 2-1/8" black vinyl reducer and 4' x 2' of carpet in doormat areas of Cannon HOB suites. There will be approximately 39 suites in Cannon HOB requiring carpet installation. Secure carpet with pressure sensitive glue. Note: One doorway per suite.
- M. Installation crews will return excess carpet pieces over six feet wide to Furniture Support Service designated areas for future repairs.
- N. Remove waste and vacuum installed areas.

Note: Contractor is to provide all installation materials, except carpet, carpet tile and carpet pad. At a minimum the materials shall include the following:

- Architectural/Commercial concrete tackless strip
- Foam & fabric spray adhesive
- Traditional flooring moldings
- (Premium quality-silver clamp down metal and 9/16" x 2 - 1/8" black vinyl carpet reducer strip)
- Brush grade contact cement and all fasteners
- Silver cloth carpet pad tape
- Super high performance hot melt carpet seaming tape
- "Resource 2300"-Pressure sensitive glue

C.3.3 Task 3 Installation of Carpet Tile

- A. Remove approximately ten workstations. Each consisting of a desk, chair, chair mat, two desk organizers, one to two bookcases. All furniture will be empty prior to moving. All furniture must be placed on one side of hallway to ensure open and safe passage. Request is for removal only. "In-house" personnel will conduct furniture set-up each morning.
- B. Remove debris/vacuum existing carpet tiles. Take up carpet tile and/or take up existing broadloom carpet, carpet pad, and tackless strip. Remove and dispose into contractor's truck located in loading docks and then remove from premises. Contractor to provide all carts to transfer trash from job site to loading dock.
- C. Prepare floor for carpet tile installation. Contractor shall remove all dirt and debris prior to installing carpet tile.
- D. Minor floor preparation: re-glue loose vinyl composition tile (VAT). Bevel uneven surfaces up to 3/9" height variance and fill small holes with latex "Flash Patch." If the material comes up in solid pieces, or breaks but does not pulverize, or does not create quantities of dust, it is not a problem and can be removed with only one limit on square footage (160sq.ft.) and no limit on disposal. Dust must be kept down during any loose tile removal by spraying or misting with water prior to removal. Once the materials have been removed, the area needs to be mopped up or cleaned with sponges, not vacuumed.
- E. Major floor preparation (tile in poor condition, friable, or in excess of 160sq.ft.) to be conducted by the Architect of the Capitol.
- F. Install carpet tile by full spread adhesive method, using 9" paint roller with 3/8" nap for semi rough surfaces, over communication and electrical flat wire. Cut around floor outlets. Create chalk line installation grid to ensure flat wire lay center of tile as much as possible. (For an example of the electrical wiring schematics, see Floor Outlet Schematics, Section J.)
- G. Install three feet of 9/16" x 2-1/8" vinyl reducer and 4' x 2' of carpet tile in doormat areas of Longworth HOB suites. Secure carpet tile with pressure sensitive adhesive. Note: One doorway per suite. There will be approximately 37 suites in Longworth HOB requiring carpet tile installation.

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- H. Installation crews will return any 3' x 3' excess carpet tile to Furniture Support Service designated areas, for future repairs.
- I. Remove waste and vacuum installed areas.

Note: Contractor to provide all installation materials, except carpet, carpet tile, and pad. As a minimum the materials shall include following:

- "Resource 2300" Carpet tile pressure sensitive adhesive
- 9/16" x 2-1/8" black vinyl carpet reducer strip
- Brush grade contact cement
- 9" long handle paint roller with 3/8" nap for semi rough surfaces

C.4 Schedule

- A. Contractor to provide installation of carpet in six to seven Member Suites (approximately 158 square yards per suite), each night, within a scheduled nine hour window, (11:00pm to 8:00am), six nights a week (Sunday night through Friday night). Saturday night may be scheduled on an exceptional basis. Fewer suites may be required during start and end of the transition period. Installation will be scheduled through FSS. FSS will provide a schedule to the contractor twenty-four hours in advance as in the example from 1998. (See Carpet Installation Schedule - Example, Section J).
- B. All workers must provide social security numbers, pass a background/criminal record check, and follow security procedures for obtaining a House Vendor picture ID. A list must be submitted twenty days prior to project start date and revisions five days prior to project start date. (See Forms, Section J Request for Check of Criminal History Records and Vendor ID Request 108th Congress).

After clearance is established, each night all contractor employees will enter the buildings through the South Capitol entrance of the Longworth HOB.

All contractor vehicle information (make, model, color, and tag #) must be submitted to the Capitol Hill Police and COR 14 days prior to project start date.

C.5 Communications

The Contractor shall ensure that cell phones are issued to the Project Manager, Job Superintendent, and Crew Chiefs and that a list of cell phone numbers is provided to the FSS Carpet Installation Project Manager and COR.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

D.2 HC.4.004 MARKING

AUGUST 2002

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number for which the information is being submitted.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

E.2 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract and applicable task orders. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.

b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.

c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.

d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.

e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.

f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend from December 1, 2004 through January 5, 2005.

F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.3 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

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(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

- (a) Referring to the notice of proposed debarment;
 - (b) Specifying the reasons for debarment;
 - (c) Stating the period of debarment, including effective dates; and
 - (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.4 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

F.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

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F.6 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C.

F.7 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will:
 - (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
 - (2) Complete satisfactory settlement of all customer complaints and claims.
 - (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
 - (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
 - (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.002 MODIFICATIONS

MARCH 2001

Administrative changes, e.g. address corrections, are approved by the CO and all other changes, modifications, additions or deletions, which change the scope of this contract, must be prepared in writing as formal modifications signed by both parties.

G.2 HC.7.003 INVOICES

MAY 2001

The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. If you have not already provided the House your financial institution routing and account numbers, to obtain an automated clearing house (ACH) enrollment form please go to www.house.gov/finance or call the EFT help line at 202-226-2277.

A summary invoice shall be submitted to:

**FSS Acq/Account & Vendor Management
H2-166 Ford House Office Building
2nd and D Streets, SW
Washington, DC 20515 and faxed to (202) 226- 0065**

and will include the following information at a minimum:

- a. Contract number, task or purchase order number, and service time period;
- b. Member, committee, or other House office name and location;

Under no circumstances will the contractor send invoices directly to the office where the equipment is located or service provided; nor will that office be contacted regarding possible billing of discrepancies or problems.

G.3 HC.7.004 INVOICE FOLLOW-UPS

MAY 2001

All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.4 HC.7.005 PERFORMANCE SUMMARY REPORTS

MAY 2001

The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted by 5:00pm following each overnight shift and pertain to the services provided the previous night. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten (10) calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract. The status report shall include:

1. Reporting Period
2. Contractor's Program Manager's Name
3. Work Accomplished During the Period (i.e. new installations, relocations, etc), including at a minimum:
 - Itemized tasks with a description of the support/services utilized
 - Hours/dollars expended by task

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- Task status
- 4. Anticipated Activity for Next Reporting Period
- 5. Outstanding Issues

G.5 HC.7.006 CONTRACT STATUS AND REVIEW MEETING MAY 2001

The House COR and authorized contractor representative(s) shall meet at least weekly. Meeting changes require mutually written consent. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smooth operating contract.

G.6 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES MAY 2001

a. Contracting Officer:

William L. Dellar, Associate Administrator, Office of Procurement
Room 359, Ford House Office Building, U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-2921 Fax: (202) 226-3850

The contracting officer has the overall responsibility for the award and administration of this contract. The contracting officer alone, without delegation, is authorized to take actions on behalf of the House to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, the contracting officer may delegate certain other responsibilities to authorized representatives.

Additional responsibilities of the CO are as follows:

- Reviewing the COR's reports and indicating acceptance or rejection. If rejected, the CO will note the reason for the rejection and recommend any changes that will bring the report into acceptance. The CO will forward these reports back to the COR.
- The CO is required to approve all contract modifications, including cost changes.

b. Contracting Officer's Representative:

The COR, to be appointed by the contracting officer is designated to assist in the discharge of the contracting officer's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer's representative in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; reviewing and approving contractor invoices and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, or pricing of the contract or direct the contractor to perform services outside of the scope of the contract.

Additional responsibilities of the COR are as follows:

- Reviews and approves the status from, and performance reports on, the contractor.
- Processing of contractor invoices.
- Submission of a weekly summary report to the CA- The COR will prepare a weekly summary report to be provided to the CO during the first week of each month. The weekly summary report, based on the contractor's status reports, performance reports, and a synopsis of the weekly meetings will include: a summary of work performed/in-process/completed to date (including major

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accomplishments and/or anticipated delays), performance measurements, outstanding and/or potential issues, and the status of any game plan to cure a performance discrepancy.

- Establishing and adhering to, at a minimum, a weekly status/progress meeting with the contractor and designated House staff. Maintaining minutes of those meetings.

- Providing the CA with all contract related documents (e.g. signed invoices, reports) for the official contract file.

c. Contract Administrator

Emily Tuck, Sr. Procurement Specialist, Office of Procurement
Room 359, Ford House Office Building, U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-0668 Fax: (202) 226-2214

The contract administrator prepares and issues all modifications to the contract, maintains the contract file with all reports, contractual nomenclature, and approved invoices, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

The CA is also responsible for:

- Ensuring all required documents are in the contract file.
- Attending status meetings on behalf of the CO.
- Reviewing invoices and written reports.

G.7 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE MAY 2001

The contractor shall identify the authorized contractor representative (ACR), if different from that of the program manager (key personnel) listed in clause G-009. Provide name, title, company name, address, and phone and fax number:

The ACR shall provide daily status reports to the COR by 5:00pm following each overnight shift pursuant to clause G-007 of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

The ACR shall furnish written notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within 4 hours after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

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G.8 HC.7.009 KEY PERSONNEL

MAY 2001

The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract.

Project Manager

One Full-time Superintendent (non-working/onsite)

One crew chief for each building (3)

*Four-person installation crew consisting, at a minimum, of two carpet installers for each scheduled suite, and

*Two-person labor crew for each scheduled suite (six to seven suites per night), at a minimum.

*This number represents the minimum number of personnel that may be needed to perform the duties outlined in the Scope of Work in Section C.2.

For each individual listed as key personnel please provide the following information: individual's name, title, telephone number, and e-mail address.

The contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as Key Personnel are subject to approval of the CO. The contractor must notify the contracting officer (CO) of changes to the key personnel 5 (five) calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the pre-award stage and be accepted, in writing, by the CO. The CO will notify the contractor after receipt of all required information (including resumes of substitutes and Capitol Police Form CP1491) of the decision on substitutions within 10 business days.

G.9 HC.7.010 POST AWARD CONFERENCE

MAY 2001

A post award conference will be held with the contractor to review contract administration issues that are contained in Section G.

**G.10 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY
CONTRACT PERFORMANCE**

AUGUST 2002

The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues once raised will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

Issues that cannot be resolved between the Contractor and the COR, or resolution that would require a modification to the contract, will be brought to the immediate attention of the CA. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

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G.11 HC.7.013 DELEGATION OF AUTHORITY

AUGUST 2002

The parties to this contract, in their discretion, may delegate to representatives within their respective organizations any of their ministerial functions in connection with this contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by the Contractor to fulfill the obligations of this contract will be made in writing to the Contracting Officer (CO), U.S. House of Representatives (House).

G.12 HC.7.017 REMITTANCE ADDRESS

AUGUST 2002

The Contractor shall identify the address to which payments shall be made, if different from that of place of business. Payments are to be mailed to:

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b. Automobile (vehicle) general liability insurance: minimum \$200,000 per person; \$1 million per accident; property damage \$50,000.
- c. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- d. Other insurance as directed by the contracting officer.

H.2 HC.8.002 IDENTIFICATION BADGES

MAY 2001

The contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with clause HC.8.003 of this contract. House procedures will be followed with regard to contract employees.

H.3 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

MAY 2001

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the COR. The COR will then direct the contractor to immediately remove that employee from any work under this contract.
- c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police every three years.

H.4 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.5 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

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H.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. Affirmation of Non-Disclosure form may be obtained on the Internet at www.house.gov by clicking on Current Solicitations under the General Information heading, and then select Current Solicitations again.

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SECTION I -- CONTRACT CLAUSES

I.1 TYPE OF CONTRACT

The House intends to make a single award of an Indefinite Delivery Indefinite Quantity contract. Use of this contract vehicle to obtain the products and/or services provided herein is at the sole discretion of each House Office. No legal liability on the part of the House exists for any minimum order quantity or that all produces and/or services provided herein must be obtained exclusively through this contract vehicle.

I.2 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.3 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States.

I.4 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

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I.5 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.6 HC.9.006 RELEASE OF CLAIMS MAY 2001

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

I.7 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.8 HC.9.008 TAX EXEMPTION JUNE 2002

Unless otherwise provided by statute, the House is exempt from all taxes, including any sales and use taxes.

I.9 HC.9.010 LIABILITY OF THE HOUSE JUNE 2002

Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

I.10 HC.9.011 LIABILITY OF THE CONTRACTOR JUNE 2002

Contractor assumes all risk of loss of or damage to any property of the House entrusted to contractor while in contractor's possession or otherwise under contractor's control. In the event of loss or irreparable damage, contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by contractor at contractor's expense.

I.11 HC.9.013 GRATUITIES JUNE 2002

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

I.12 HC.9.014 ASSIGNMENT JUNE 2002

Neither this order nor the obligation of contractor to perform hereunder shall be assigned or delegated by contractor without the House's consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any

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other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of contractor and not withstanding the House's act of accepting or paying for any shipment or similar act of the House.

I.13 HC.9.015 HOUSE RULES

MAY 2002

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

<u>Attachments</u>	<u>Title</u>	<u>No. of Pages</u>
A	Labor Classifications	1
B	1998 Carpet Installation Schedule (Example)	1
C	Cutsheet Examples	1
D	Schematics Example	1
E	Floor Outlet Schematics (Example)	2

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.001 GENERAL REQUIREMENTS JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.2 HC.11.002 FINANCIAL INFORMATION JULY 2001

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.3 HC.11.003 INSURANCE INFORMATION JULY 2001

- a. Carriers
- b. Limits and excess coverage or employer liability and general liability
- c. Worker's Compensation insurance experience modification

K.4 HC.11.007 ELIGIBILITY FOR AWARD JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.5 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within 120 calendar days after receipt of the offer.

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K.6 HC.11.017 AUTHORIZED COMPANY OFFICIALS

AUGUST 2002

The offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this RFP. Please provide the following information in table on each individual: individual's name and title, telephone number, e-mail address.

K.7 HC.11.019 SIGNATURE

AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

NAME OF OFFEROR

DATE

SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON
AUTHORIZED TO SIGN

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

The proposal shall be divided into the following distinct and marked parts:

- (1) "Section A of RFP." The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) "Section B Price Schedules." Offeror shall complete Section B and provide a proposed price which will address all requirements, as well as, others the offeror may wish to offer.
- (3) "Section G Contract Administration". Offeror shall complete the required sections of Section G.
- (4) Section K - Representations, Certifications, And Statements of Offerors." Offeror shall complete the required clauses of Section K.
- (5) Technical Approach - Specifications must comply with Section C.

Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.

Offeror shall provide references for five current or recent (within three years) customers and five past customers, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, pick-up and delivery sites, annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit five (5) copies, one (1) original copy, and one (1) electronic version in MS Word format, (please email to Emily.Tuck@mail.House.gov) of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify the firm's name, address, and the Solicitation Number. Proposals shall be submitted to the address shown in Section A. Please notify us by email that the proposal was submitted and if it was sent by an overnight carrier (e.g. FedEx) include the tracking number.

L.3 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS

JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is received before award is made, and it:

(a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or

(b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or

(c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

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(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.4 HC.12.008 INFORMATION DISTRIBUTION AND CONTACTS JULY 2001

It is the intention of the House to provide equal treatment of all offerors involved in the proposal and award process. To achieve this goal we intend to provide all information relevant to the process to all participating offerors. Such information will include the distribution of all questions and answers to all participants. All questions from offerors should be submitted via e.mail to Emily Tuck (Emily.Tuck@mail.house.gov) by 2:00 PM on July 12, 2004.

The primary contact for all communications and questions is:

Emily Tuck, Sr. Procurement Specialist
U.S. House of Representatives
Office of Procurement
356 Ford Building
Washington, D.C. 20515

L.5 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to award a single contract to an offeror whose proposal meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors that are listed in descending order of importance:

- (1) Technical/Management approach
- (2) Corporate capabilities
- (3) Past performance
- (4) *Price

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".

b. The House may:

- (1) reject any or all offers, if such action is its interest,
- (2) waive informalities and minor irregularities in offers received.

c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.